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**NEW
HAMPSHIRE
200**

March 2, 2022

Tracy Emerick, Chair
Hampton Planning Board
100 Winnacunnet Road
Hampton, NH 03842

via email: lolivier@hamptonnh.gov

**RE: Hampton Planning Board Wetland Submittal, Driveway Waiver Request, & Rev 0 Plans
64 Mooring Drive, Hampton, NH – Mary T. Mulligan Living Trust – Tax Map 289 Lot 33
Project #47378-01**

Dear Ms. Emerick:

On behalf of our client, Mary T. Mulligan Living Trust, please find a Wetland Permit Application & Driveway Waiver Request submission relative to the above-referenced project. The following materials are included in this submission:

- **Check for Planning Board Wetland Application Fee Paid to “Town of Hampton” (\$180);**
- **Planning Board Wetland Permit Application (9 copies);**
- **Abutter’s List (1 copy);**
- **Abutter’s List Labels (3 copies);**
- **Site Photos (1 copy); and**
- **Deed (Recent) (1 copy);**
- **Deed (Original) & Lease Agreement (1 copy);**
- **Site Development Plans entitled “Site Development Plans, Tax Map 289 Lot 33, Proposed Residential Site Improvements, 64 Mooring Drive, Hampton, New Hampshire”, prepared by TFMoran, Inc., dated March 2, 2022 (9 copies at 11”x17’).**

Project Description

The project includes the improvement of a residential property on 64 Mooring Drive in Hampton, NH. The existing Tax Map 289 Lot 33 is approximately 2,885 SF (0.07 acres) and currently contains an existing 1-story house, sidewalk to the front door, and driveway. The site is within the Residence B Zone, Wetland Conservation District, and Hampton Beach District and is adjacent to existing residential properties and the Hampton Salt Marsh Complex, also known as the Island Path Marsh, at the rear of the property.

The purpose of this plan is permit the proposed construction to raise the existing residential dwelling structure above the flood elevation per city regulations and reconstruct the foundation and crawl space

TFMoran, Inc.
48 Constitution Drive, Bedford, NH 03110
T(603) 472-4488 www.tfmoran.com



TFMoran, Inc. Seacoast Division
170 Commerce Way–Suite 102, Portsmouth, NH 03801
T(603) 431-2222

Hampton Planning Board Wetland Submittal, Driveway Waiver Request, & Rev 0 Plans March 2, 2022
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to support the structure plus flood vents. Additional improvements include a deck addition and remove the impermeable driveway and replace with a pervious paver driveway. Associated improvements include and are not limited to access, grading, and landscaping.

The existing property has 1647 SF of impervious area (57.1% lot coverage). The project proposes an 888 SF existing building footprint and total 1,156 SF (40.1% lot coverage) of impervious area upon the property. There is approximately 2,575 SF of impact to facilitate the development, including the existing structure's footprint required to raise the house's finished floor elevation. Within the wetland buffer impact area, there is approximately 1,670 SF of existing impervious compared to 1,156 SF in the proposed condition. The proposal protects the Wetland Conservation District by removing almost 20% of impervious surfaces on the property and restoring it to pervious surfaces to promote groundwater infiltration. Additionally, the project does not propose any alteration to the wetland nor proposes any construction activity any closer than 3.4' from the HOTL, which is similar to where the existing structure exists at 4.9' to the HOTL.

The construction work and revised grading will have no adverse impacts on adjacent properties. The proposed grading maintains existing and natural stormwater flow paths. The proposed improvements will improve stormwater infiltration with the removal of the impervious driveway with permeable driveway. During construction, the contractor will install silt sock erosion control around the perimeter of the site. Standards for Protection from Erosion and Siltation. Guidelines for construction sequencing and erosion control notes are provided within the plans set on Sheets C-01 and C-02.

Based on our review of the Town of Hampton's Driveway Regulations, we are requesting relief in the form of waivers from the following section as part of this submission.

Waiver Request #1

Requirement: Driveway Regulations Section 3.B.2.A: Driveway shall not be less than 2' from the nearest property line.

Reason for Waiver: The proposed driveway is in the same location as the existing driveway, although slightly reconfigured to improve existing conditions. The existing driveway directly abuts the house and abutter's lot line, and in some locations encroaches onto the abutter's property. The proposed driveway is also directly adjacent to the existing house and property line, due to the limited available width on either side of the house and insufficient length within the front yard. The existing frontage width is only 39' and the existing house, which is to remain, is 24' wide. The front yard is only 16.6' in length to the property line, which would not allow even one 9' x 18' parking space. No parking is permitted on either side of Mooring Drive, and nearby parking on other side streets are limited or unavailable.

Due to the limited constraints of this small, 2,885 SF property, similar to other properties on Mooring Drive which are part of the Hampton Beach District, there is limited space to offer off-street parking on-site. TFM's professional opinion is that the existing driveway location is also the most appropriate proposed driveway location. Granting this waiver would allow the owners to have two or three off-street parking spaces.



Hampton Planning Board Wetland Submittal, Driveway Waiver Request, & Rev 0 Plans March 2, 2022
64 Mooring Drive, Hampton, NH – Tax Map 289 Lot 33
Mary T. Mulligan Living Trust
Project #47378-01

The project will be undergoing additional review by DPW and NHDES Wetlands Bureau. We appreciate your consideration of these matters and look forward to presenting this project to you in the near future.

We respectfully request that we be placed on the upcoming agenda for the Planning Board meeting on April 6, 2022.

If you have any questions or concerns, please do not hesitate to contact us.

Respectfully,
TFMoran, Inc.

Corey Colwell, LLC
Division Manager | Vice President

Hannah Giovannucci, PE
Civil Project Manager

JCC/heg

cc: Mary Mulligan, Property Owner (via e-mail)
Wayne Coolidge, W.A.Coolidge Company (via wayne@coolidgecompany.com)

HAMPTON PLANNING BOARD APPLICATION WETLANDS PERMIT – WETLANDS CONSERVATION DISTRICT

PROJECT PLANNING

Please review the attached “Hampton Conservation Commission Wetland Application Guidelines” for helpful tips for commonly reviewed projects.

SUBMITTAL REQUIREMENTS:

Please submit nine (9) copies of the following:

- ☒ Wetlands Permit Application
- ☒ Photographs documenting the current conditions of the project area.
- ☒ Plans or Drawings. Please consult the attached guidelines for project-specific requirements in addition to the following items:
 - All property lines, buildings, roads, and watercourses within one hundred (100) feet of any proposed construction or disturbance.
 - Wetland Edge (including poorly and very poorly drained soils). Include the certified wetland or soil scientist’s stamp, signature, and wetland delineation date.
 - Please note that on all new applications, the wetland delineation must be performed within three (3) years of the Wetlands Application submission.
 - Fifty (50) foot wetland buffer line and 12-foot primary structure setback from the wetland buffer.
 - Dimensions of existing and proposed structures, driveway and/or parking areas, septic system, well, retaining wall, seawall; and the distance between wetlands, buffer, and buildings.
 - Percentage of existing and proposed impervious surface on the lot.
 - Identify existing easements and rights-of-way, (if applicable) and abutters.
 - Location of equipment and material storage and construction access routes.
 - Engineered plans shall include the Engineer’s stamp, signature, and date.

Please submit one (1) copy of the following documentation:

- ☐ A letter of authorization, if the applicant and/or agent are not the property owner(s).
- ☒ Copy of the most recent deed(s)
- ☐ Copy of the Wetland Delineation Report (see Guideline for Wetland Delineations)
- ☒ A Town of Hampton Assessors list of names and mailing addresses of all abutters
- ☒ If possible, please include or email an electronic version of the application and plans to the Planning Office. Email to lolivier@hamptonnh.gov

APPLICATION PROCESS: The Town Wetlands Permit application is a two-step process. 1) If the application is complete, the Conservation Commission reviews the application at its public meetings held on the fourth Tuesday of every month. 2) The Planning Board reviews the application (the first Wednesday of every month), the Conservation Commission’s recommendation, and then votes to approve, deny, or continue the application to the first scheduled meeting of the following month. See the Town Wetlands Permit deadlines and meeting schedules attached.

Application Deadline: The Planning Office must receive the completed application, plans, and fees **NO LATER THAN 12:00 PM** according to the attached schedule.

**HAMPTON PLANNING BOARD APPLICATION
WETLANDS PERMIT – WETLANDS CONSERVATION DISTRICT**

APPLICANT	Name: <u>Mary T. Mulligan Living Trust</u>
	Address: <u>8 Sequoia Drive, Methuen, MA 01844</u>
	Email Address <u>maryandarny@gmail.com</u>
	Phone: <u>978-758-8366</u>
LOCATION OF PROPOSED WORK	Address: <u>64 Mooring Drive</u> <u>Residence B/ Wetland</u>
	Tax Map # <u>289</u> Lot # <u>33</u> Zoning District: <u>Conservation District/ Hampton Beach District</u>
	Owner of Record: <u>Mary T. Mulligan Living Trust</u>
	Aquifer Protection District? Yes _____ No <u>X</u>
	Flood Zone? – VE AO <u>AE</u> Base Flood Elevation <u>9</u> Ft. or Depth _____ Ft.
	Visit: http://fema.maps.arcgis.com/home/webmap/viewer.html
Leased Land:	<p>Is this property now or was this property ever leased land?</p> <p>Yes <u>X</u> No _____</p> <p>(If yes, please attach a copy of the original Deed from the Town and schedule an appointment with the Town Planner).</p>
Person/Business performing work outlined in the proposal.	Name: <u>TFMoran, Inc.</u>
	Address: <u>170 Commerce Way, Suite 102, Portsmouth, NH 03801</u>
	Phone: <u>603-431-2222</u>
Professional that delineated wetlands.	Name: <u>Millennium Engineering</u>
	Address: <u>62 Elm St, Salisbury, MA 01952</u>
	Phone: <u>978-463-8980</u>
Who should receive all communications:	Name: <u>Corey Colwell, TFMoran, Inc.</u>
	Address: <u>170 Commerce Way, Suite 102, Portsmouth, NH 03801</u>
	Phone <u>603-431-2222</u>
	Email Address: <u>ccolwell@tfmoran.com</u>

A detailed description of proposal: (if needed, please use additional sheet of paper to detail the proposal)

The purpose of this plan is permit the proposed construction to raise the existing residential dwelling structure above the flood elevation per city regulations and reconstruct the foundation to support the structure. Additional improvements include a deck addition and remove the impermeable driveway and replace with a permable paver driveway. Associated improvements include and are not limited to access, grading, and landscaping.

HAMPTON PLANNING BOARD APPLICATION WETLANDS PERMIT – WETLANDS CONSERVATION DISTRICT

Wetlands Conservation District Impact: Please provide the square footage of the areas within either the wetland or the wetland buffer.			
	Existing Impact (Sq. ft.)	Temporary Impact (Sq. ft.)	Permanent Impact (Sq. ft.)
Wetland	0	0	0
Buffer	1,670	1,419	1,156

Existing Impact - square footage of existing impervious surfaces.


Temporary Impact - impacts by the equipment or activities needed to complete the project (i.e. access routes, materials storage, equipment storage, etc.).

Permanent Impact - all existing impervious surfaces plus any additional impervious surfaces that occur as a result of this project.

Impervious Surface - An impervious surface (otherwise referred to as “sealed surface” or “lot coverage”) is any modified surface that cannot effectively absorb or infiltrate water. Examples of impervious surfaces include, but are not limited to roofs and, unless designed to effectively absorb or infiltrate water, decks, patios, and paved, gravel, or crushed stone driveways, parking area, and walkways.

List any variances/special exceptions granted by Zoning Board of Adjustment:

Describe how this proposal is consistent with the purposes set forth in Section 2.3.1 of the Town of Hampton Zoning Ordinance:
The proposal protects the Wetland Conservation District by removing almost 20 percent of impervious surfaces on the property and restoring it to pervious surfaces to promote groundwater infiltration. Additionally, the project does not propose any alteration to the wetland nor propose any construction activity any closer than 11' from the wetland, which is similar to where the existing structure exists.


Signature of Applicant or Agent

3/2/2022
Date

FEE CALCULATION WORKSHEET

Complete the form by filling in the requested information and multiplying by the amount listed for each item. If an item does not pertain to your application, leave blank.

Call (929-5913) or visit the Planning Office if you need assistance.

SECTION 1 – NOTIFICATION FEES		
Legal Notice Fee	\$50.00	\$ 50.00
# Abutters	<u> 5 </u> x \$10.00 =	\$ 50.00
# Owners & applicants	<u> 1 </u> x \$10.00 =	\$ 10.00
# Professionals with stamp on plans or application	<u> 1 </u> x \$10.00 =	\$ 10.00
TOTAL SECTION 1 =		\$ 120

SECTION 2 – APPLICATION FEES		
Wetlands Permit	Enter \$100	\$ 100.00
<i>After-the-Fact</i> Wetlands Permit*	Enter \$200	\$
Amended Wetlands Permit	Enter \$50	\$
TOTAL SECTION 2 =		\$ 100.00

ADD TOTALS FROM SECTIONS 1 – 2	\$ 220.00
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* An After-the-Fact application is for any project where the work was initiated or completed prior to obtaining an approved Wetlands permit.

Impervious Coverage Form Town of Hampton

Address 64 Mooring Drive

Map 289 Lot 33

Select one of the following zones that apply to the above-referenced property:

X Zones RAA, RA, RB, RCS, G and I - **Maximum Impervious Coverage = 60%**

 Zone B, BS and BS1 - **Maximum Impervious Coverage = 75%**

 Aquifer Protection Zone - Residential - **Maximum Impervious Coverage = 25%**

 Aquifer Protection Zone – Non-Residential - **Maximum Impervious Coverage = 60%**

IMPERVIOUS COVERAGE CALCULATION

Total Lot Area* (1 acre = 43,560 sq. ft.)

(A) 2,885 SF

*Land determined to be wetlands, areas of poorly or very poorly drained soils shall not be included in the Lot Area square footage.

The following are structures within property lines (write NA if not applicable):

Impervious Surface	Existing (B)	Proposed (C)
Square footage of the main structure/house	888	888
Square footage of the garage	-	-
Square footage of deck	-	146
Square footage of driveway, walkways, & stairs (asphalt, gravel, or concrete)	759	122
Square footage of shed	-	-
Square footage of the air conditioning unit(s) pad	-	-
Square footage of generator pad	-	-
Square footage of the patio	-	-
Square footage of pool, measured from the exterior of pool wall	-	-
Total Square Footage	1,647	1,156

EXISTING IMPERVIOUS COVERAGE $(B \div A \times 100)$:

57.1 %

PROPOSED IMPERVIOUS COVERAGE $([B+C] \div A \times 100)$:

40.1 %

The undersigned states that he/she completed the above Impervious coverage calculations and represents that the figures are accurate.

Hannah Giovannucci, PE

Hannah Giovannucci

3/22/022



Civil Engineers
Structural Engineers
Traffic Engineers
Land Surveyors
Landscape Architects
Scientists

Abutters List

Mary Mulligan
64 Mooring Drive, Hampton, NH 03842

March 2, 2022

47378.01

Assessors Map		Abutter Name	Mailing Address
Map	Lot		
LOCUS 289	33	Mary T. Mulligan Living Trust	8 Sequoia Drive Methuen, MA 01844
289	32	Murray Family Nominee Realty Trust	7 Sixth Street Cambridge, MA 02141
286	7	Town of Hampton	100 Winnacunnet Road Hampton, NH 03842-2119
289	34	Walter J. & Mary J. O'Brien	34 Homestead Street Lexington, MA 02421
289	40	Edward E. Melville & Deborah S. Davis	45 Laliberte Lane Candia, NH 03034
289	41	Joseph G. & Susan M. Kirylo	59 Thorndike Street Cambridge, MA 02141
289	42	Karen & Andrew Smith	44 Wilson Street Medford, MA 02155
Civil Engineers / Surveyor/Wetland Scientist		TFMoran, Inc.	170 Commerce Way - Suite 102 Portsmouth, NH 03801



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Site Photos

Proposed Residential Site Improvements

64 Mooring Drive, Hampton, NH

**Taken on
January 2022**

Photo #1: View of front and eastern side of house from the southwest after a storm surge.



Photo #2: View of front and southeastern side of house near the driveway.



Photo #3: View of rear and northeastern side of house.



Photo #4: View of rear of house and backyard near the tidal marsh, looking east.





LCHIP	ROA583421	25.00
RECORDING		26.00
SURCHARGE		2.00

QUITCLAIM DEED

John J. Mulligan, Jr., married, of Lowell, Middlesex County, Massachusetts, **Judith A. Green**, married, of Lowell, Middlesex County, Massachusetts, and **Mary T. Mulligan**, married, of Methuen, Essex County, Massachusetts, for nominal consideration, grant to **Mary T. Mulligan, Trustee of the Mary T. Mulligan Living Trust u/d/t dated November 3, 1999, as amended and restated by Fourth Amendment and Restatement dated August 27, 2010**, of 8 Sequoia Drive, Methuen, MA 01844, with **quitclaim covenants**,

The land and buildings in Hampton, Rockingham County, New Hampshire, known as 64 Mooring Drive, and further described below.

The property conveyed is in two parts, one of which is a leasehold interest for the cottage, and the other which is the land on which the leasehold is located. The descriptions of both follow, and are to be merged into one parcel.

DESCRIPTION OF LAND

First Part:

A certain tract or parcel of land situate on the northerly side of Mooring Drive in Hampton, County of Rockingham, State of New Hampshire, and shown as Lot I on a certain plan entitled, "Final Plan of Second Extension Of 'Mooring Drive', Hampton, N. Hamp., Owner & Developer - Paul W. Hobbs, No. Hampton, N.H.", by Chester A. Leach, C.E., Hampton, N.H., approved March 29, 1963 and filed in Drawer I, Section 56 of the Rockingham County Registry of Deeds being more particularly bounded and

described as follows:

BEGINNING at a point on the northerly sideline of Mooring Drive, so-called, and the southwesterly corner of the herein conveyed premises and thence running N 05° 12' E a distance of 74.31 feet along other land of the grantor herein to a point at land formerly of Eben Harrison Dalton; thence turning and running S 83° 14' 30" E a distance of 40.00 feet along said Dalton land to a point at other land now or formerly of the Paul W. Hobbs 1989 Trust, shown as Lot H on said plan; thence turning and running S 05° 12' W a distance of 73.68 feet along said Lot H to a point on the northerly sideline of Mooring Drive; thence turning and running N 84° 18' W a distance of 40.0 feet along said Mooring Drive to the point of beginning. Containing 2,960 square feet, more or less.

EXCEPTING AND RESERVING easements for any improvements on Mooring Drive lots adjacent to the premises hereby conveyed to the extent that they encroach upon the premises hereby conveyed, so the existing improvements on abutting Mooring Drive lots may continue to be maintained or replaced, but not enlarged on the premises herein conveyed.

Together with easements on Mooring Drive lots adjacent to the premises hereby conveyed to the extent that improvements on the conveyed lot encroach upon such adjoining lots, so the existing improvements on the premises herein conveyed, may continue to be maintained or replaced, but not enlarged on such abutting lots.

Second Part:

A certain leasehold interest in and unto a certain lot of land situated in Hampton, in the County of Rockingham, and State of New Hampshire shown as Lot lettered "I" on a certain plan entitled "Final Plan of Second Extension of 'Mooring Drive', Hampton, N.H. Paul W. Hobbs, No. Hampton, N.H., Owner and Developer," by Chester A. Leach, C.E., Hampton, N.H. Approved for recording by the Hampton Planning Board March 29, 1963, recorded with Rockingham County Registry of Deeds, April 1, 1963, said leasehold interest being given by Paul W. Hobbs to Charles L. Landry by lease dated May 1, 1981, recorded in Rockingham County Registry of Deeds, Book 2388, Page 60, together with the single-

family cottage thereon located, and the furniture, furnishings and fixtures contained therein; together with the right to use for all purposes for which ways are commonly used, together with others entitled thereto, the way shown on said Plan as an extension of Mooring Drive, so called.

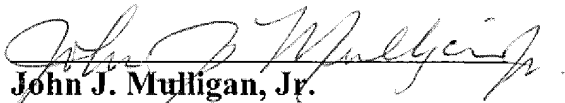
Meaning and intending to describe and convey, and hereby conveying, all of the same premises conveyed to the within Grantors by deed of Doris K. Mulligan and John J. Mulligan dated January 3, 2005, and recorded with the Rockingham County Registry of Deeds at Book 4467, Page 2905.

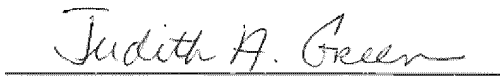
The within-conveyed premises is not homestead property of any of the Grantors or their spouses.

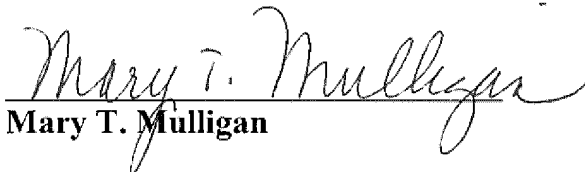
This is a non-contractual transfer pursuant to New Hampshire Revised Statutes 78-B:2(IX). Therefore, no State of New Hampshire real estate transfer tax liability is payable.

This transaction is a non-contractual family transfer, and as such, no title examination, site plan, or other search was requested, nor made with regard to this property and its title.

Witness our hands and seals this 9th day of September, 2021.


John J. Mulligan, Jr.

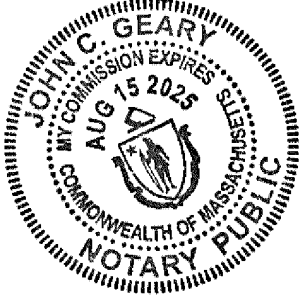

Judith A. Green

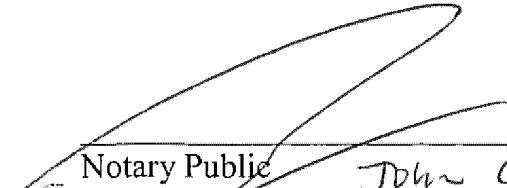

Mary T. Mulligan

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 9th day of September, 2021, before me, the undersigned notary public, personally appeared **John J. Mulligan, Jr.**, proved to me through satisfactory evidence of identification, which was/were: ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

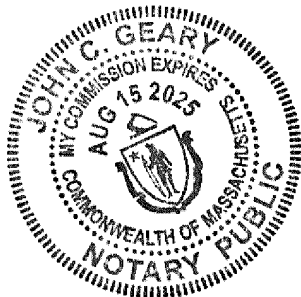




Notary Public *John C. Geary*
My Commission Expires: *08/15/2025*

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 9th day of September, 2021, before me, the undersigned notary public, personally appeared **Judith A. Green**, proved to me through satisfactory evidence of identification, which was/were: ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.





Notary Public *John C. Geary*
My Commission Expires: *08/15/2025*

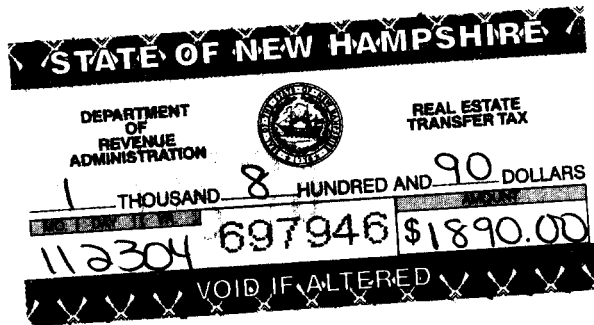
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 9th day of September, 2021, before me, the undersigned notary public, personally appeared **Mary T. Mulligan**, proved to me through satisfactory evidence of identification, which was/were: ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.




Notary Public
My Commission Expires: 08/15/2025

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that PISCATAQUA SAVINGS BANK, SUCCESSOR TRUSTEE OF PAUL W. HOBBS 1989 TRUST, under Declaration of Trust dated November 2, 1989, as amended, P. O. Box 568, Portsmouth, New Hampshire, for consideration paid, grant to JOHN J. MULLIGAN and DORIS K. MULLIGAN, husband and wife, as joint tenants with rights of survivorship, of 12 Birch Street, Lowell, Massachusetts,

with **WARRANTY COVENANTS** the following described premises:

A certain tract or parcel of land situate on the northerly side of Mooring Drive in Hampton, County of Rockingham, State of New Hampshire, and shown as Lot I on a certain plan entitled, "Final Plan of Second Extension of 'Mooring Drive', Hampton, N.Hamp., Owner & Developer - Paul W. Hobbs, No. Hampton, N.H.", by Chester A. Leach, C.E., Hampton, N.H., approved March 29, 1963 and filed in Drawer I, Section 56 of the Rockingham County Registry of Deeds being more particularly bounded and described as follows:

BEGINNING at a point on the northerly sideline of Mooring Drive, so-called, and the southwesterly corner of the herein conveyed premises and thence running N 05° 12' E a distance of 74.31 feet along other land of the grantor herein to a point at land formerly of Eben Harrison Dalton; thence turning and running S 83° 14' 30" E a distance of 40.00 feet along said Dalton land to a point at other land of the grantor herein shown as Lot H on said plan; thence turning and running S 05° 12' W a distance of 73.68 feet along said Lot H to a point on the northerly sideline of Mooring Drive; thence turning and running N 84° 18' W a distance of 40.0 feet along said Mooring Drive to the point of beginning. Containing 2,960 square feet, more or less.

The conveyance of the above-described premises are subject to all improvements, structures and buildings thereon and Grantor disclaims ownership thereof and liability therefor and does not intend to convey any interest therein by this deed.

EXCEPTING AND RESERVING easements for any improvements on Mooring Drive lots adjacent to the premises hereby conveyed to the extent that they encroach upon the premises hereby conveyed, so the

2004 NOV 23 AM 11:40

096951

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

existing improvements on abutting Mooring Drive lots may continue to be maintained or replaced, but not enlarged on the premises herein conveyed.

Together with easements on Mooring Drive lots adjacent to the premises hereby conveyed to the extent that improvements on the conveyed lot encroach upon such adjoining lots, so the existing improvements on the premises herein conveyed, may continue to be maintained or replaced, but not enlarged on such abutting lots.

For source of title see deed of Paul W. Hobbs to Paul W. Hobbs, Trustee of the Paul W. Hobbs 1989 Trust, said deed dated December 3, 1999 and recorded in the Rockingham County Registry of deeds at Book 3441, Page 1504. The said Paul W. Hobbs deceased on March 21, 2000. See Certificate of Death filed in Rockingham County Probate Court in Docket No. 2000-1031.

This is not homestead property.

Piscataqua Savings Bank, Successor Trustee of the Paul W. Hobbs 1989 Trust, under Declaration of Trust dated November 2, 1989, certifies as follows:

- a. It is the sole trustee under said Trust;
- b. It has authority to enter into the within conveyance without the approval or consent of any other party;
- c. The versions of said Trust instrument granting such authority to so convey said premises have not been amended;
- d. Said Trust has not been terminated or revoked;
- e. There are no facts which constitute conditions precedent to such acts of the Trustee; and
- f. No purchaser or third party shall be bound to inquire as to the power of the Trustee.

Signed this 9TH day of NOVEMBER, 2004.

PAUL W. HOBBS 1989 TRUST

By: Richard G. Kaiser
PISCATAQUA SAVINGS BANK
TRUSTEE

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

November 9, 2004

Personally appeared Richard Kaiser on behalf of Piscataqua Savings Bank, Trustee of the Paul W. Hobbs 1989 Trust, known to me, the undersigned officer, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained in behalf of the Trust and swore and subscribed thereto.

In Witness Whereof I hereunto set my hand and official seal

Kathleen N. Donovan
Justice of the Peace
Notary Public
My commission expires



THIS INDENTURE made the 1st day of December, in the year One Thousand, Nine Hundred and Eighty-Two between PAUL W. HOBBS of North Hampton, county of Rockingham, and State of New Hampshire (hereinafter called the "Lessor", which expression shall include his heirs and assigns where the context so admits), and John J. Mulligan and Doris K. Mulligan, both of 320 Fairmount Street, Lowell, Commonwealth of Massachusetts, husband and wife, as joint tenants with rights of survivorship (hereinafter called the "Lessee(s)", which expression shall, where the context so admits, include the survivor(s), if joint tenancy be herein established and the heirs and assigns of the Lessee(s), or of the survivor(s) of them, it being agreed by, between, and among the parties to this Lease that the term "Lessee", wherever the same may appear in this Lease, shall apply equally to an individual Lessee or to multiple Lessees).

W I T N E S S E T H

That in consideration of the rent and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby let and lease unto the Lessee a certain lot of land, situated in Hampton, in the County of Rockingham, and State of New Hampshire, shown as Lot lettered "I" on a certain plan entitled "Final Plan of Second Extension of 'Mooring Drive', Hampton, N.H., Paul W. Hobbs, No. Hampton, N.H., Owner & Developer," by Chester A. Leach, C. E., Hampton, N.H. Approved for recording by the Hampton Planning Board March 29, 1963, recorded with Rockingham County Registry of Deeds, April 1, 1963, to be used only for the purpose of a dwelling house or cottage; together with a right to use for all purposes for which ways are commonly used, in common with the Lessor, and all other persons who are or may become entitled to use the same, the way shown on said plan as an extension of Mooring Drive, so-called.

TO HAVE AND TO HOLD the said premises unto the Lessees for the term of five (5) years, and eight (8) months, commencing on the 1st day of December in the year One Thousand, Nine Hundred and Eighty-Two.

YIELDING AND PAYING for the entire term the rent of \$3,900.00 in yearly payments in advance, as follows: the sum of \$700.00 on the first day of August, 1983, the sum of \$800.00 on the first day of August, 1984, the sum of \$800.00 on the first day of August, 1985, the sum of \$800.00 on the first day of August, 1986, the sum of \$800.00 on the first day of August, 1987.

PROVIDED HOWEVER, if the Lessee shall be in full compliance with the terms and conditions of this Lease, the Lessee may extend the same for one term of Five (5) years, upon such rents as may be negotiated between the Lessor and the Lessee, such rents, however, to exceed by not more than 25% the rent charged for the final year of the next preceding five (5) year term. Such Option to extend shall be automatic, unless the Lessee, within six (6) months of the termination of the principal Lease shall indicate to the Lessor in writing that there shall be no further extension, or unless the Lessee, having been duly notified by the Lessor of non-compliance with the terms and conditions hereof, shall have failed to effect full compliance at the time of termination of this Lease or first extension.

PROVIDED FURTHER, that upon compliance with all terms and conditions of this lease, it will, upon termination, be reviewed and renegotiated.

PROVIDED FURTHER, that if the Lessor, during the term of this Lease or any extension thereof, shall decide to sell the demised premises, the same shall be offered to the Lessee, and if an agreeable price cannot at that time be determined, the Lessor, nonetheless, shall continue to give

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the first refusal to the Lessee, at a price not to exceed \$500.00 in excess of the highest bona fide offer made to and accepted by the Lessor; the Lessee shall have thirty (30) days after receipt of notice from the Lessor indicating the amount of such bona fide offer, and the identity of the proposed purchasers, in which to exercise the right of first refusal.

And the Lessee hereby covenants with the Lessor that the Lessee, during said term, and for such further time as the Lessee or any other person or persons claiming under the Lessee shall hold the said premises or any part thereof, will pay unto the Lessor the said rent at the times and in the manner aforesaid, and will keep all and singular the said premises, including any and all buildings or other structures which may be thereon during the term hereof, in reasonable repair, order and condition, damage by fire or other unavoidable casualty only excepted, and will pay, as and when due all charges for fill deposited upon the demised premises, all charges for sewer connections, and all taxes, betterments, assessments for betterments and all other municipal, district, county, state and other governmental assessments or charges, which may be laid, assessed, or assessed, levied aid term or extension on or in respect of any building or other structure thereon, and in addition, will pay all taxes assessed upon the lot of land herein leased, specifically including any interest which may accrue due to delinquent payment of such taxes by the Lessee (the Lessor hereby agreeing seasonably to mail or deliver to the Lessee at the address first herein stated, unless otherwise notified in writing, an individual tax bill as presented by the Town of Hampton upon the leased lot), and will pay all charges for the use of water, electricity, gas, sewers, drains, or other instrumentalities or services used on or in connection with the said premises or any buildings or other structures thereon, and will during the term of this lease or extension maintain the way or ways adjacent to said premises in good order and condition, and will allow no parking on the extension of Mooring Drive except parallel parking on the North side thereof, and will save the Lessor harmless from all loss, cost, expense or liability for or in relation to the construction or maintenance of that part of said ways which adjoin said premises, and from all loss, cost, damage or liability occasioned by the use or escape of water upon the said premises, or by tides or water flowing onto the premises from whatsoever cause or nature, or by the bursting of pipes, as well as from any claim or damage arising from neglect in not removing snow and ice from the roof of any building thereon, or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the premises; and will not assign or underlet the whole or any part of the said premises, without first obtaining on each occasion the consent in writing of the Lessor; and will defray all the expense of emptying and cleaning the drains and cesspools, and will leave the same empty; and at the expiration of the said term or extension will remove the Lessee's good and effects and those of all persons claiming under the Lessee, and will peaceably yield up to the Lessor the said premises; and will hold the Lessor harmless and indemnified against any injury, loss or damage to any person or property on said premises or that part of said ways which adjoins said premises, or by reason of anything done or omitted thereon, and no trade or occupation shall be carried on upon said premises or use made thereof which shall be unlawful, improper, noisy, or offensive, or contrary to any law of the United States of America, The State of New Hampshire, or ordinance, rule, regulation, or bylaw for the time being in force of the Town or other governmental unit or district in which the premises are situated or injurious to any person or property; and will in all ways comply with the zoning ordinances, including within such category the regulations from time to time imposed by the Planning Board and/or the Building Inspector of the Town of Hampton or Hampton Beach Precinct; and that the premises shall not be used for the manufacture, storage, sale or transportation of intoxicating liquors; and no building, structure, or other addition or alteration to or upon the said premises shall be made without the consent in writing of the Lessor, and the Lessor or his agent may during the said term or extension, at reasonable times, enter to view the said premises, and may remove placards and signs not approved and affixed as herein provided, and that no cottage, dwelling house, or other buildings shall be erected upon the demised premises which shall cost less than Three Thousand Dollars (\$3,000.00), without the consent in writing of the Lessor, and that none of the buildings which shall be or have been erected upon said premises shall be removed until within six

CHUTE.

ENGEL AND MORSE

- PROFESSIONAL ASSOCIATION -

- ATTORNEYS-AT-LAW -

P. O. BOX 278

EXETER, NEW HAMPSHIRE

03833

(6) months of the expiration of this Lease or extension without the consent of the Lessor, and none of said buildings shall ever be removed until all the rent due is paid and all other obligations of the Lessee hereunder are fulfilled, specifically including the payment of all real estate taxes, and that if, at the expiration of this Lease or extension, from any cause, at any time, any rent or real estate taxes shall remain unpaid or any other obligation of the Lessee shall hereunder remain unfulfilled for the space of ten (10) days, all of the buildings that shall have been erected or placed on said premises shall be and become at the expiration of said ten (10) days the property of the Lessor in payment of the rent and/or taxes due; and the Lessee hereby releases and conveys to the Lessor all such buildings at the expiration of said ten (10) days if any rent or tax remains unpaid or if any other obligation of the Lessee hereunder remains unfulfilled, and that all charges and expenses of every name and nature, including attorney's fees, arising from the preparation of this Lease, the assignment or cancellation thereof, from non-payment of rent or taxes or from any violation of this Lease shall be paid by the Lessee, and all said charges and expenses including attorney's fees, may, at the option of the Lessor be added to and collected as rent, and any notice from the Lessor to the Lessee relating to the demised premises, or the occupancy thereof, shall be deemed duly served if left at the demised premises addressed to the Lessee or those claiming under them, or if mailed to the Lessee, or those claiming under them, postage prepaid, at the last address known to the Lessor.

And the Lessor covenants with the Lessee that the Lessee paying the rent hereby reserved, and keeping, performing and observing the several covenants, agreements, terms and conditions herein contained on the part of the Lessee to be paid, kept, performed or observed, shall hold and enjoy the said premises free from any interruption by the Lessor, and those claiming through or under the Lessor, but none other, and that the Lessee shall pay all taxes assessed upon the land and those assessed upon the buildings.

PROVIDED, and these presents are upon this condition, that if the Lessee shall neglect or fail to perform or observe any of the covenants contained in these presents, and on the part of the Lessee to be performed or observed, or if the estate hereby created shall be taken on execution, or by other process of law, specifically including remedies available for the non-payment of real estate taxes, or if the Lessee or those claiming under them shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of the Lessee or those claiming under them for the benefit of creditors, then, and in any of the said cases (notwithstanding any license of any former breach of covenant or waiver or the benefit hereof or consent in a former instance), the Lessor lawfully may, immediately, or at any time thereafter and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole and repossess the same as of their former estate, and expell the Lessee and those claiming through or under the Lessee and remove their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice any remedies which might otherwise be used for arrears of rent or taxes or preceding breach of covenant, and upon entry as aforesaid this Lease or extension shall determine; and the Lessee covenants that in case of such termination the Lessee will indemnify the Lessor against all loss of rent and other payments, specifically including taxes and delinquent interest which the Lessor may incur by reason of such termination during the residue of the time first above-specified for the duration of said term or extension.

BK2433 P1593

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above-written.

In Presence Of:

Lynd Morse
Witness to PWH

Paul W. Hobbs
Paul W. Hobbs

John J. Mulligan
Witness to John J. Mulligan

John J. Mulligan
John J. Mulligan

Doris K. Mulligan
Witness to Doris K. Mulligan

Doris K. Mulligan
Doris K. Mulligan

The State of New Hampshire

Rockingham, ss. 12-1 1982

Then personally appeared Paul W. Hobbs and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Lynd Morse
Justice of the Peace

STATE OF NEW HAMPSHIRE
Commonwealth of Massachusetts

Rockingham
ss.

January 22 1983

Then personally appeared John J. Mulligan and Doris K. Mulligan, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

John J. Mulligan
Justice of the Peace

Mar 01, 2022 - 12:56pm
F:\MISC Projects\47378 - 01 Mulligan - 64 Mooring Drive\Carlson Survey\Drawings\47378-01 Survey.dwg

LEGEND:

MAP 137 LOT 11	ASSESSORS MAP AND LOT NUMBER
BK. PG.	BOOK / PAGE
EL.	ELEVATION
NET	NEW ENGLAND TELEPHONE
N/F	NOW OR FORMERLY
RCRD	ROCKINGHAM COUNTY REGISTRY OF DEEDS
S.F.	SQUARE FOOTAGE
TBM	TEMPORARY BENCHMARK
△	RAILROAD SPIKE FOUND
○	IRON PIPE/ROD FOUND
□	WOODEN POST
EM	ELECTRIC METER
○	UTILITY POLE
GM	GAS METER
○	WATER SHUTOFF
OHW	OVERHEAD WIRE
---	BOUNDARY LINE
---	SETBACK LINE
---	PRIME WETLAND SETBACK LINE
---	EDGE OF WETLANDS
---	EXISTING CONTOUR
---	HIGHEST OBSERVABLE TIDE LINE
---	WOODEN DECK/PORCH
---	WETLANDS
---	PAVEMENT

PLAN REFERENCES:

- "FINAL PLAN OF SECOND EXTENSION OF MOORING DRIVE HAMPTON, N. HAMP. OWNER & DEVELOPER PAUL W. HOBBS, NO. HAMPTON, N.H." BY CHESTER A. LEACH DATED MARCH 29, 1963. RCRD DRAWER 1, SECTION B, #856.
- "LAND AT HAMPTON BEACH, HAMPTON, N. HAMP. PAUL W. HOBBS" BY CHESTER A. LEACH. DATED JANUARY 1965. RCRD PLAN 2006-484.
- "LOT LINE REVISION FOR PAUL W. HOBBS 1989 TRUST PISCATAQUA SAVINGS BANK TRUSTEE MAP 289 LOT 39 & LOT 40 MOORING DRIVE HAMPTON NH" BY E.J. COTE & ASSOCIATES INC. DATED JUNE 16, 2005. RCRD PLAN C-33079.
- UNNAMED SITE SKETCH OF MAP 289 LOT 32 #68. BY E.J. COTE. NOT DATED. NOT RECORDED.

I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED BY THOSE UNDER MY DIRECT SUPERVISION AND ARE THE RESULT OF A FIELD SURVEY CONDUCTED IN NOVEMBER 2021. THIS SURVEY CONFORMS TO THE ACCURACY REQUIREMENTS OF AN URBAN SURVEY OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS.

I FURTHER CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, AND THE FIELD TRAVERSE SURVEY EXCEEDS A PRECISION OF 1:15,000.

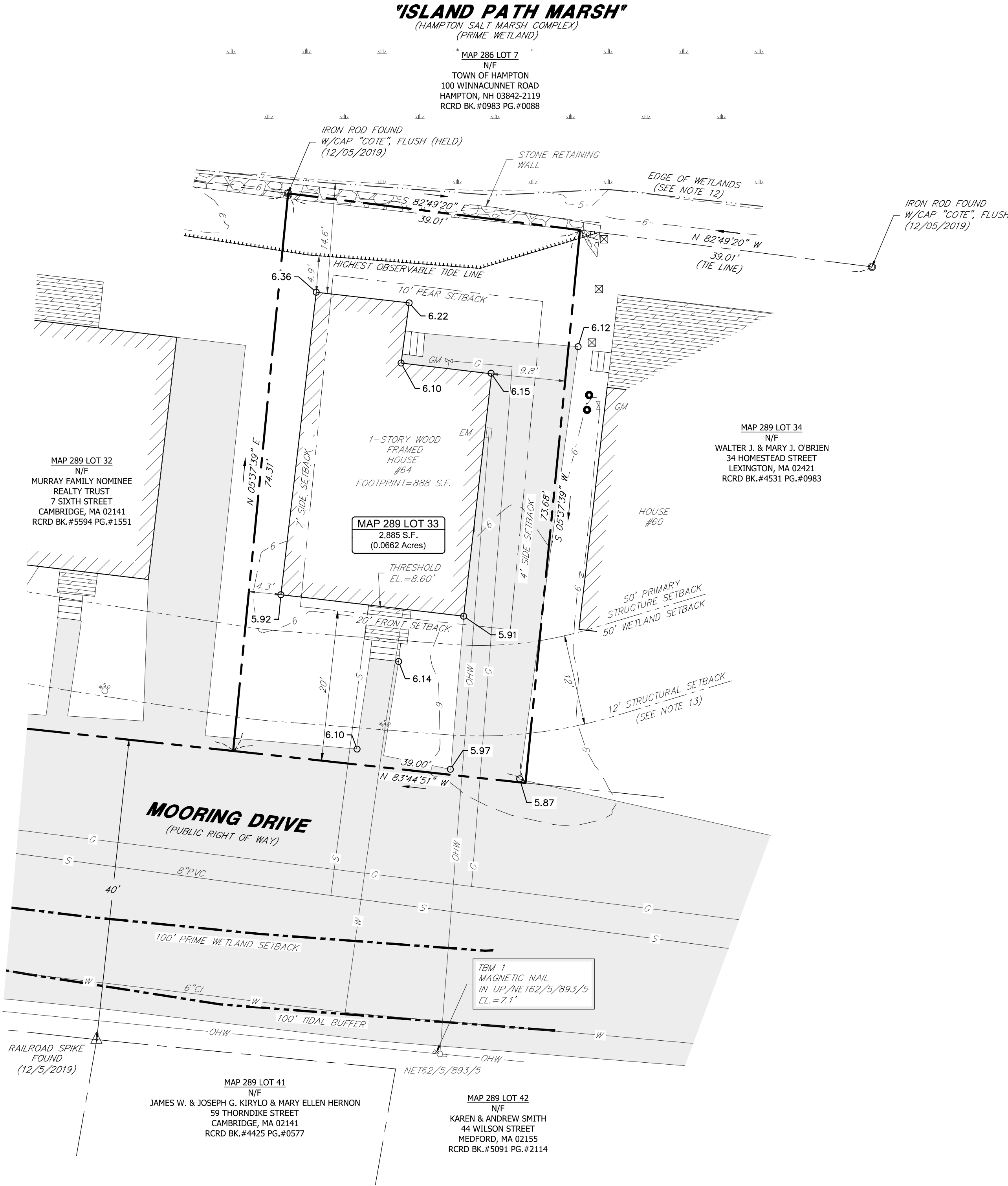


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DATE

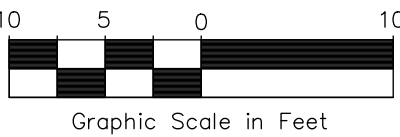
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This plan is not effective unless signed by a duly authorized officer of TFMoran, Inc.



REV.	DATE	DESCRIPTION	DR	CK



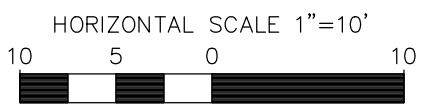
TAX MAP 289 LOT 33
EXISTING CONDITIONS PLAN

64 MOORING DRIVE
HAMPTON, NEW HAMPSHIRE
COUNTY OF ROCKINGHAM
OWNED BY
MARY T. MULLIGAN LIVING TRUST

SCALE: 1" = 10' (22x34)
1" = 20' (11x17)

JANUARY 11, 2022

Seacoast Division				Civil Engineers Structural Engineers Traffic Engineers Land Surveyors Landscape Architects Scientists		170 Commerce Way, Suite 102 Portsmouth, NH 03801 Phone (603) 431-2222 Fax (603) 431-0910 www.tfmoran.com	
TFM							
F	47378-01	DR	ID	FB		S-1	
L		CK	JCC	CADFILE			



1. SEE NOTES ON SHEET C-01.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND DETERMINING THE LOCATIONS, SIZE, AND ELEVATIONS OF ALL EXISTING UTILITIES, SHOWN OR NOT SHOWN ON THESE PLANS PRIOR TO THE START OF ANY DEMOLITION. THE LOCATIONS SHOWN ON THESE PLANS ARE NOT TO BE USED BY THE OWNER OR THE ENGINEER. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY UTILITIES INTERFERING WITH THE PROPOSED DEMOLITION TO DETERMINE APPROPRIATE ACTION TO BE TAKEN BEFORE PROCEEDING WITH THE WORK. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ANTICIPATE CONFLICTS AND REPAIR EXISTING UTILITIES AS NECESSARY TO COMPLETE THE WORK AT NO ADDITIONAL COST TO THE OWNER.
3. THE CONTRACTOR SHALL MAINTAIN EMERGENCY ACCESS TO ALL AREAS AFFECTED BY WORK AT ALL TIMES.
4. THE CONTRACTOR SHALL VERIFY ALL SURVEY INFORMATION IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO THE START OF CONSTRUCTION.
5. EXISTING UTILITY SERVICES TO BE DISCONTINUED ARE TO BE CAPPED AS REQUIRED BY THE RESPECTIVE UTILITY COMPANIES.
6. CONSTRUCTION DEBRIS AND INVASIVE SPECIES SHALL BE REMOVED FROM SITE AND DISPOSED OF IN A LEGAL MANNER.

TO MINIMIZE EROSION AND SEDIMENTATION DUE TO CONSTRUCTION, CONSTRUCTION SHALL FOLLOW THIS GENERAL CONSTRUCTION SEQUENCE. MODIFICATIONS TO THE SEQUENCE NECESSARY DUE TO THE CONTRACTOR'S SCHEDULE SHALL INCLUDE APPROPRIATE TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL MEASURES.

THE CONTRACTOR SHALL SCHEDULE WORK SUCH THAT ANY CONSTRUCTION AREA IS STABILIZED WITHIN 45 DAYS OF INITIAL DISTURBANCE EXCEPT AS NOTED BELOW. NO MORE THAN 5 ACRES OF DISTURBED LAND SHALL BE UNSTABILIZED AT ANY ONE TIME.

THE PROJECT SHALL BE MANAGED SO THAT IT MEETS THE REQUIREMENTS AND INTENT OF RSA 430:53 AND CHAPTER ARG 3800 RELATIVE TO INVASIVE SPECIES.

DO NOT TRAFFIC EXPOSED SOIL SURFACE OF INFILTRATION SYSTEMS WITH CONSTRUCTION EQUIPMENT. IF FEASIBLE, PERFORM EXCAVATIONS WITH EQUIPMENT POSITIONED OUTSIDE THE LIMITS OF THE INFILTRATION COMPONENTS OF THE SYSTEM.

DO NOT DISCHARGE SEDIMENT-LADEN WATERS FROM CONSTRUCTION ACTIVITIES (RUNOFF, WATER FROM EXCAVATIONS) TO STORMWATER BMP'S. STORMWATER RUNOFF MUST BE DIRECTED TO TEMPORARY PRACTICES UNTIL STORMWATER BMP'S ARE STABILIZED.

DO NOT PLACE STORMWATER BMP'S INTO SERVICE UNTIL THE CONTRIBUTING AREAS HAVE BEEN FULLY STABILIZED.

STABILIZATION SHALL BE INITIATED ON ALL LOAM STOCKPILES AND DISTURBED AREAS WHERE CONSTRUCTION ACTIVITY WILL NOT OCCUR FOR MORE THAN TWENTY ONE (21) CALENDAR DAYS BY THE FOURTEENTH (14TH) DAY AFTER CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED IN THAT AREA. ALL DISTURBED AREAS SHALL BE STABILIZED WITHIN 45 DAYS OF INITIAL DISTURBANCE. AN AREA SHALL BE CONSIDERED STABLE IF ONE OF THE FOLLOWING HAS OCCURRED:

1. BASE COURSE GRAVELS, WHICH MEET THE REQUIREMENTS OF MHOOT STANDARD FOR ROAD AND BRIDGE CONSTRUCTION, 2016, ITEM 304.2, HAVE BEEN INSTALLED IN AREAS TO BE PAVED;
 2. A MINIMUM OF 85% VEGETATED GROWTH HAS BEEN ESTABLISHED;
 3. A MINIMUM OF 3" OF NON-EROSIVE MATERIAL SUCH AS STONE OR RIPRAP HAS BEEN INSTALLED; OR
 4. EROSION CONTROL BLANKETS HAVE BEEN PROPERLY INSTALLED.
- DURING CONSTRUCTION, SHEET RUNOFF FROM THE SITE WILL BE FILTERED THROUGH SILT BARRIERS. ALL STORM DRAIN INLETS SHALL BE PROVIDED WITH BARRIER FILTERS.

AFTER THE INFILTRATION SYSTEM IS EXCAVATED TO THE FINAL DESIGN ELEVATION, THE FLOOR SHOULD BE DEEPLY TILLED WITH A ROTARY TILLER OR DISC HARROW TO RESTORE THE INFILTRATION RATES, FOLLOWED BY A PASS WITH A LEVELING DRAG.

2. NOTIFY EASEMENT OWNERS PRIOR TO COMMENCEMENT OF WORK.
3. INSTALL ALL PERIMETER EROSION PROTECTION MEASURES AS INDICATED ON THE PLANS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
4. STORMWATER TREATMENT PONDS AND SWALES SHALL BE INSTALLED BEFORE ROUGH GRADING THE SITE.
5. DURING CONSTRUCTION EVERY EFFORT SHALL BE MADE TO MANAGE SURFACE RUNOFF QUALITY.
6. DAILY, OR AS REQUIRED, CONSTRUCT TEMPORARY BERMS, DRAINS, DITCHES, SILT BARRIERS, SEDIMENT TRAPS, ETC. MULCH AND SEED AREAS TO PREVENT EROSION AND MIXTURE OF SOIL AND SEDIMENT AT RATE OF 2.5 LBS/1000 SF SHALL BE USED.
7. CONDUCT MAJOR EARTHWORK, INCLUDING CLEARING AND GRUBBING, WITHIN THE LIMITS OF WORK. ALL CUT AND FILL SLOPES SHALL BE SEEDED WITHIN 72 HOURS AFTER GRADING.
8. ALL STRIPPED TOPSOIL AND OTHER EARTH MATERIALS SHALL BE STOCKPILED OUTSIDE THE IMMEDIATE WORK AND WETLAND AREAS. A SILT SPREADER SHALL BE CONSTRUCTED AROUND THESE PILES IN A MANNER TO PROVIDE ACCESS AND AVOID SEDIMENT OUTSIDE OF THE WORK AREA.
9. CONSTRUCT BUILDING PAD AND COMMENCE NEW BUILDING CONSTRUCTION.
10. CONSTRUCT TEMPORARY CULVERTS AND DIVERSIONS AS REQUIRED.
11. BEGIN PERMANENT AND TEMPORARY INSTALLATION OF SEED AND MULCH.
12. PERFORM EARTHWORK NECESSARY TO ESTABLISH ROUGH GRADING AROUND PARKING FIELDS AND ACCESS DRIVES. MANAGE EXPOSED SOIL SURFACES TO AVOID TRANSPORTING SEDIMENTS INTO WETLANDS. PARKING LOTS SHALL BE STABILIZED WITHIN 72 HOURS OF FINISHED GRADING.
13. INSTALL SUBSURFACE UTILITIES (WATER, SEWER, GAS, ELECTRIC, COMMUNICATIONS, DRAINAGE, DRAINAGE FACILITIES, ETC.).
14. CONSTRUCT PROPOSED ROADWAY, RAIN GARDENS, GRAVEL WETLANDS AND DRAINAGE SWALES. ALL DITCHES, SWALES, AND GRAVEL AREAS SHALL BE FULLY STABILIZED PRIOR TO DIRECTING FLOW TO THEM.
15. COMPLETE BUILDING AND ALL OFF-SITE IMPROVEMENTS.
16. COMPLETE SEEDING AND MULCHING. SEED TO BE APPLIED WITH BROADCAST SPREADER OR BY HYDRO-SEEDING, THEN ROLLED, RAKED, OR DRAGGED TO ASSURE SEED/SOIL CONTACT.
17. COMPLETE TEMPORARY EROSION CONTROL MEASURES AFTER SEEDED AREAS HAVE BECOME FIRMLY ESTABLISHED AND SITE IMPROVEMENTS ARE COMPLETE.
18. DURING THE COURSE OF THE WORK AND UPON COMPLETION, THE CONTRACTOR SHALL REMOVE ALL SEDIMENT DEPOSITS, EITHER ON OR OFF SITE, INCLUDING CATCH BASINS, AND SUMPS, DRAIN PIPES AND DITCHES, CURB LINES, ALONG SILT BARRIERS, ETC. RESULTING FROM SOIL AND/OR CONSTRUCTION OPERATIONS.
19. SEE WINTER CONSTRUCTION SEQUENCE FOR WORK CONDUCTED AFTER OCTOBER 15TH.

WINTER CONSTRUCTION SEQUENCE

1. ALL PROPOSED POST-DEVELOPMENT LANDSCAPED AREAS WHICH DO NOT EXHIBIT A MINIMUM OF 85% VEGETATIVE GROWTH BY OCTOBER 15TH, OR WHICH ARE DISTURBED AFTER OCTOBER 15TH, SHALL BE STABILIZED BY SEEDING AND INSTALLING EROSION CONTROL MEASURES. ON SLOPES, EROSION CONTROL MEASURES SHALL BE ANCHORED TO THE SOIL BY MEANS OF ANCHORS OR TIE-INS. WHERE APPROPRIATE, EROSION CONTROL MEASURES SHALL BE COMPLETED IN ADVANCE OF THE WINTER SEASON. NETTING, ELSEWHERE, THE PLACEMENT OF EROSION CONTROL, BLANKETS OR MULCH AND NETTING SHALL NOT OCCUR OVER ACCUMULATED SNOW OR ON FROZEN GROUND AND SHALL BE COMPLETED IN ADVANCE OF THAW OR SPRING MELT EVENT.
2. ALL DITCHES OR SWALES WHICH DO NOT EXHIBIT A MINIMUM OF 85% VEGETATIVE GROWTH BY OCTOBER 15TH, OR WHICH ARE DISTURBED AFTER OCTOBER 15TH, SHALL BE STABILIZED WITH STONE OR EROSION CONTROL BLANKETS APPROPRIATE FOR THE DESIGN FLOW CONDITIONS.
3. AFTER OCTOBER 15TH, INCOMPLETE PARKING AREAS WHERE ACTIVE CONSTRUCTION HAS STOPPED FOR THE WINTER ALL TRAVEL SURF SHALL BE MAINTAINED TO PREVENT THE ACCUMULATION OF SNOW OR ICE. THE SURF SHALL BE MAINTAINED TO ALLOW TRAVEL TO CONTINUE THROUGH THE WINTER SEASON BE CLEARED OF ANY ACCUMULATED SNOWFALL AFTER EACH STORM EVENT.

TAX MAP 289 LOT 33

PROPOSED RESIDENTIAL SITE IMPROVEMENTS

OWNED BY & PREPARED FOR
MARY T. MULLIGAN LIVING TRUST

1"=20' (11"X17")

SCALE: 1"=10' (22"X34")



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Portsmouth, NH 03801
Phone (603) 431-2222
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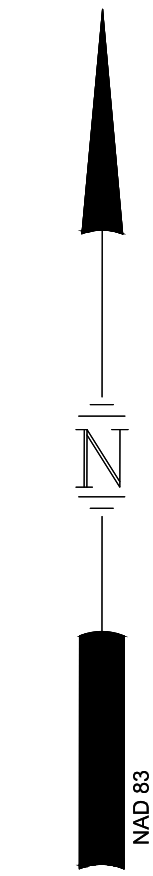
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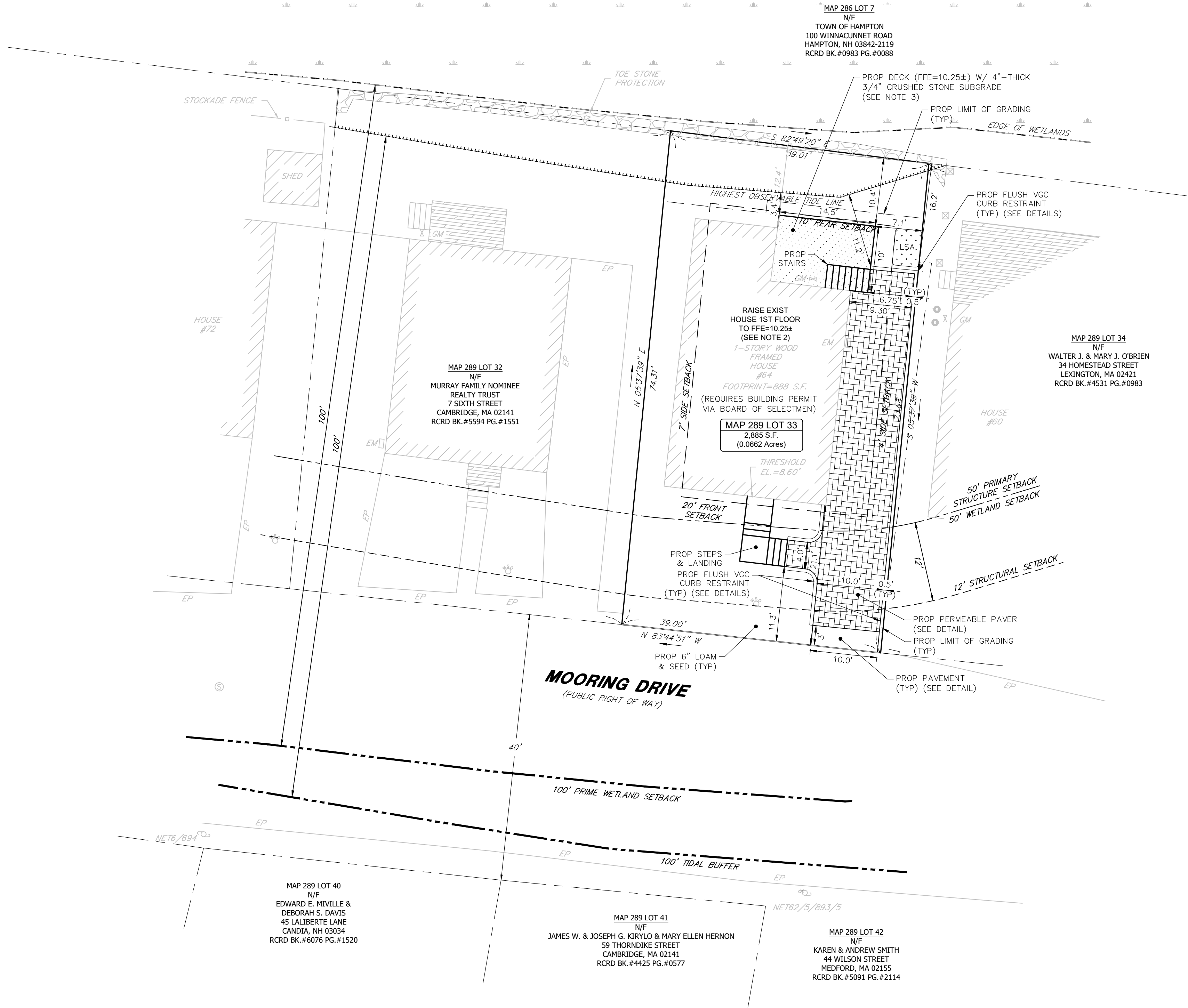
C-02

Mar 02, 2022 - 9:49am
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'ISLAND PATH MARSH'

(HAMPTON SALT MARSH COMPLEX)
(PRIME WETLAND)



SITE DATA

OWNER OF RECORD OF MAP 289 LOT 33: MARY T. MULLIGAN LIVING TRUST
8 SEQUOIA DRIVE
WETHUEN, MA 01844
DEED REFERENCE TO PARCEL IS BK 6326 PG 1826
AREA OF PARCEL = 2,885± SF OR 0.07± ACRES

ZONED: RESIDENCE B (RB) / WETLAND CONSERVATION DISTRICT / HAMPTON BEACH DISTRICT
EXISTING USE: SINGLE-FAMILY RESIDENTIAL DWELLING
PROPOSED USE: SINGLE-FAMILY RESIDENTIAL DWELLING

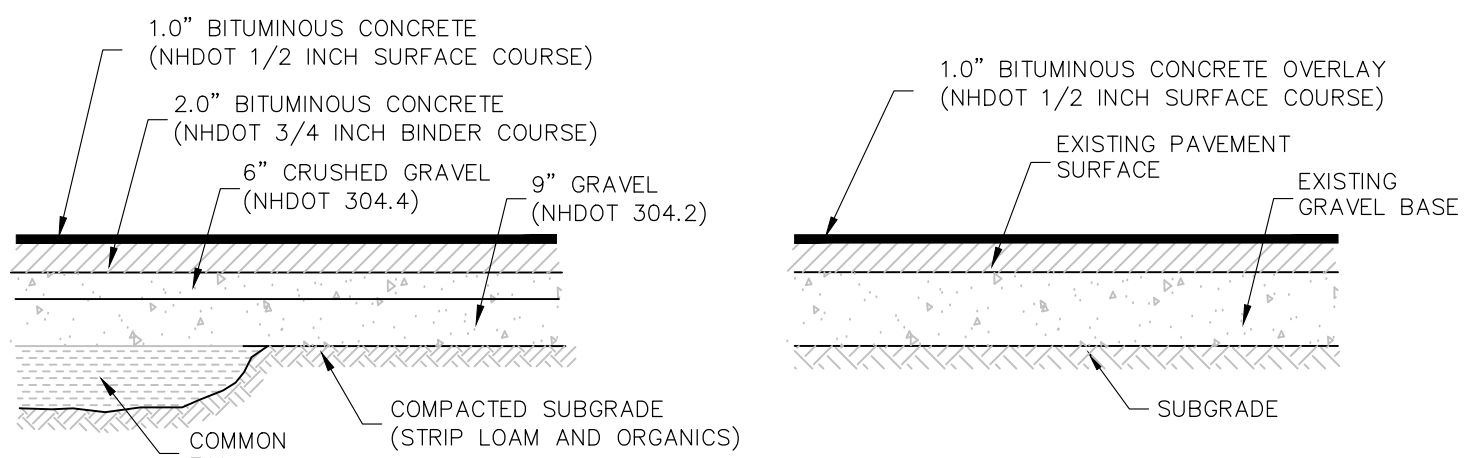
THE PURPOSE OF THIS PLAN IS PERMIT THE PROPOSED CONSTRUCTION TO RAISE THE EXISTING RESIDENTIAL DWELLING STRUCTURE ABOVE THE FLOOD ELEVATION PER CITY REGULATIONS AND RECONSTRUCT THE FOUNDATION AND CRAWL SPACE TO SUPPORT THE STRUCTURE. ADDITIONAL IMPROVEMENTS INCLUDE A DECK ADDITION AND REMOVE THE IMPERMEABLE DRIVEWAY AND REPLACE WITH A PERVIOUS PAVED DRIVEWAY. ASSOCIATED IMPROVEMENTS INCLUDE AND ARE NOT LIMITED TO ACCESS, GRADING, AND LANDSCAPING.

DIMENSIONAL REQUIREMENTS (CURRENT ZONING)

	REQUIRED:	EXISTING:	PROVIDED:
MINIMUM LOT DIMENSIONS:			
LOT AREA	10,000 SF	2,885 SF	2,885 SF
LOT FRONTAGE	75 FT	39 FT	39 FT
LOT WIDTH	75 FT	39 FT	39 FT
MINIMUM YARD DIMENSIONS:			
FRONT	20 FT	21.1 FT	21.1 FT
SIDE	4 FT/7 FT	4.3 FT/9.8 FT	4.3 FT/7.1 FT (DECK)
REAR	10 FT	12.4 FT	12.4 FT
MAXIMUM STRUCTURE DIMENSIONS:			
STRUCTURE HEIGHT	35 FT	<35 FT	<35 FT
STRUCTURE STORIES	3 STORIES	1 STORY	1 STORY
LOT COVERAGE	60%	57.1%	40.1%

NOTES

- SEE NOTES ON SHEET C-01.
- THE RECONSTRUCTED FOUNDATION AND CRAWL SPACE SHALL BE RECONSTRUCTED IN CONFORMANCE WITH THE TOWN OF HAMPTON'S ZONING ORDINANCE AND FLOODPLAIN DEVELOPMENT REQUIREMENTS. THE BUILDING IS TO BE RAISED BY 1.65 FEET BY ADDING BLOCKS TO THE BLOCK FOUNDATION.
- PER THE TOWN OF HAMPTON, DECK CONSTRUCTION WITHIN THE WETLAND CONSERVATION DISTRICT SHALL BE DONE USING HANDHELD TOOLS WITHOUT THE OPERATION OF HEAVY EQUIPMENT (I.E. EXCAVATORS, BOBCATS, BACKHOES, ETC.). DECK CONSTRUCTION SHALL NOT RESULT IN ANY VEGETATION CLEARING, GRADING, FILLING, OR OTHER CONSTRUCTION OR DEVELOPMENT ACTIVITIES. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO PREVENT CONTAMINATION IN THE WETLAND CONSERVATION DISTRICT BY SILT, SEDIMENT, FUELS, SOLVENTS, LUBRICANTS, OR ANY OTHER POLLUTANT OR TOXIC SUBSTANCE.



STANDARD DUTY PAVEMENT

OVERLAY

NOTES

- SEE GRADING & EROSION CONTROL PLAN FOR PAVEMENT SLOPE AND CROSS-SLOPE.
- PROVIDE CLEAN BUTT TO EXISTING PAVEMENT- USE TACK COAT. A TACK COAT SHALL ALSO BE PLACED BETWEEN GRAVEL COURSE AND SUCCESSIVE LAYERS OF BITUMINOUS CONCRETE. SPECIFICALLY, A TACK COAT SHALL BE PLACED ATOP THE BINDER COURSE PAVEMENT PRIOR TO PLACING THE WEARING COURSE.
- REMOVE ALL LOAM AND/OR YIELDING MATERIAL BELOW PAVEMENT.
- BITUMINOUS MATERIALS SHALL CONFORM TO NHDOT SPECIFICATION SECTION 401.
- BITUMINOUS CONCRETE SHALL BE COMPACTED TO AT LEAST 92.5% OF THEORETICAL MAXIMUM DENSITY AS DETERMINED BY ASTM D2041 OR AASHTO T209. PLACEMENT TEMPERATURES OF BITUMINOUS CONCRETE MIXES, IN GENERAL, RANGE BETWEEN 270 AND 310 DEGREES FAHRENHEIT.
- PAVEMENT BASE COURSE AGGREGATE SHALL CONFORM TO NHDOT SPECIFICATION SECTION 304, ITEM 304.3 AND COMPACTED TO A MINIMUM OF 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY.
- PAVEMENT SUBBASE COURSE AGGREGATE AND AGGREGATE FOR SUBGRADE REPAIR AREAS SHALL BE SUITABLE FOR USE AS STRUCTURAL FILL AND BE PROOF ROLLED AND COMPACTED TO 95% MODIFIED PROCTOR MAXIMUM DRY DENSITY.
- THE EXPOSED SOIL SUBGRADE SHOULD BE PROOF ROLLED PRIOR TO THE PLACEMENT OF SUBBASE GRAVEL, AND SOFT AREAS SHOULD BE REPAIRED AND REPLACED.

PAVEMENT

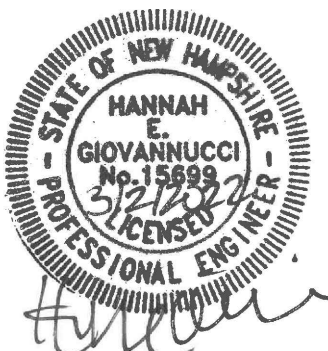
NOT TO SCALE

SITE DEVELOPMENT PLANS

TAX MAP 289 LOT 33
SITE LAYOUT PLAN
PROPOSED RESIDENTIAL SITE IMPROVEMENTS
64 MOORING DRIVE, HAMPTON, NH
OWNED BY & PREPARED FOR
MARY T. MULLIGAN LIVING TRUST

1"=20' (11'X17')
SCALE: 1"=10' (22'X34')

MARCH 2, 2022



Seacoast Division



Civil Engineers
Structural Engineers
Traffic Engineers
Land Surveyors
Landscape Architects
Scientists

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